

REMARKS

1. Duly noted and correct claim identifiers are set forth above.
2. Duly noted.
3. Claim 21 has been amended to render moot the objections to claims 21, 25, 26, 28, and 29 by applicant complying with the Examiner's suggestions.
4. 5. Claims 21, 25 and 26 are not believed to be anticipated by Paxton '344 under 35 U.S.C. 102(b). Paxton fails to teach a "sterile cover" and that such cover "consisting of" as called for in claim 21. The closures 17 are "preferably attached by the application of one or more spots of glue 18 to one end of said closure and to said bag" (see col. 3, lines 33-36). As previously discussed with the Examiner, the closure 17 of Paxton is not removed from the bag which likely would cause a tearing of the bag and thus Paxton does not disclose an anticipation for claims 21. Nor does Paxton disclose the "one elongated opening", called for in claim 25, or that such opening is "along an elongated top edge portion" as set forth in claim 26.

The above claims now all include the recitation of "sterile transparent covers" and "each said sterile cover consisting of" which is not found in Paxton. Not only is it important to maintain the keyboard sterile, it is also of importance to maintain the outside of the cover sterile so that contaminants are not transmitted between patients and the like.

Accordingly, applicant submits that Paxton should be withdrawn as a reference against claims 21, 25 and 26.

6. 7. Duly noted.
8. Claims 28 and 29 are believed to be not anticipated under 35 U.S.C. 102(b) or in the alternative, not obvious under 35 U.S.C. 103 (a) over Paxton. The Examiner employs the term comprised to define the sheet of Paxton and Paxton's disclosure is unlike that described by the Examiner. In col. 3, lines 13-15 describe the roll 10 as being made from a tubular web 12 with the bottom short edge sealed and the top short edge 16 open and the long side edges are merely folds.

Applicant is unsure of what structure is envisioned by the Examiner in the last sentence on page 5, since applicant does not know of any bag as suggested by the

Examiner. If it is well known in the art, the Examiner is requested to refer to a publication or other disclosure which supports same.

9. Claims 32, 37, 41 and 42 are believed to be patentable over Yanagisawa '527 in view of Paxton '344. The reference to col. 11, liens 36-37 of Yanagisawa states that "the entire keyboard body 21 may be covered to be enclosed." A person having ordinary skill in the art would consider the entire disclosure of Yanagisawa and likely would be taught to use another of the covers 34', 34'a so that the keyboard is enclosed between a top cover and a bottom cover. While the Examiner somehow equates an enclosure with an envelope, there is no suggestion or teaching in Yanagisawa which supports any envelope teaching in such reference. Again, the top and bottom elastic covers of such reference would not be somehow made into an envelope, without applicant's disclosure being viewed in hindsight. Also the rubber band or bands used in such reference should remove such reference as being applicable to applicant's "consisting" claims.

As to Paxton, its shortcomings have been set forth above. For emphasis, Paxton's cover 11 comprises a bag and a closure and therefore is inapplicable to a "consisting" claim. Paxton has short top edge opening and short sealed bottom edge with the long sides being folds.

Since the cover member of Paxton is not an appropriate reference as set forth above or properly combinable with Yanagisawa, no envelope would be the result and the remainder of the rejection of claim 37 would become moot. Nor does applicant concede that it is a matter of design choice or that it would be obvious to reconstruct the bag of Paxton to provide a long top opening edge rather than his short top opening edge with closure combined with the bag.

With respect to claims 41 and 42, all of the above remarks are believed applicable to the rejection of these claims and are incorporated herein by reference thereto.

Accordingly, claims 32, 37, 41 and 42 should be found allowable over these two references.

A telephone interview is requested to resolve any remaining issue.

Respectfully submitted,



Arthur G. Yeager, Reg. No. 19,892

Allen, Dyer, Doppelt, Milbrath
& Gilchrist, P.A.
1301 Riverplace Boulevard
Suite 1916,
Jacksonville, FL 32207
Tel: (904) 398-7000
Fax: (904) 398-7003

Date: 12/08/2009